

## NOTICE

**THE RESPONSES TO OFFEROR'S COMMENTS AND/OR QUESTIONS ARE PROVIDED TO ASSIST OFFERORS IN PREPARING THEIR PROPOSALS. HOWEVER, IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE INFORMATION PROVIDED IN THE RESPONSES AND THE RFP, THE RFP SHALL TAKE PRECEDENCE. MOREOVER, UNLIKE THE CONTRACTUAL PROVISIONS CONTAINED IN THE RFP, THE INFORMATION PROVIDED IN THE RESPONSES ARE NOT NOW, OR AT ANY TIME HEREAFTER, CONTRACTUALLY BINDING ON THE DEPARTMENT OF ENERGY.**

2. COMMENT: DOE has stated that the M&O contractor will be accountable for making modifications within DWPF to support the Plutonium Vitrification Project. We recommend that design and modifications to DWPF should be approved by the LW contractor who is accountable for safety in DWPF and other LW facilities.

RESPONSE: SEB Agrees. Appropriate changes to Section C have been made.

3. COMMENT: Section H.32 describes Critical Subcontracts designated by the CO. There is no definition of Critical subcontracts, nor is there a list provided in the draft RFP. It would be helpful to have a list of these Critical Subcontractors or a definition prior to release of the final RFP. Who determines what is critical, DOE or the bidder? When will the bidders know?

RESPONSE: A definition has been included in the referenced H Clause. Also, as stated in Section H.32, the CO may unilaterally designate additional subcontracts as "critical" without such action constituting a basis for adjustment to any other terms of the contract.

4. COMMENT: The RFP states that the Contractor may be required to perform certain activities related to the Radiological Assistance Program (RAP) which is separately funded by NNSA and that the Contractor will earn no additional fee for RAP activities. Recommend that the Contractor be able to negotiate separately with NNSA for RAP activity fees. In addition, the link for the RAP program information (<http://region3rap.srs.gov>) is not operational to determine the scope and extent of these activities.

RESPONSE: RAP support from the LW program has been minimal in the past. Historically, this support has been five personnel on a part-time basis. Should the level of support become more significant in the future, DOE may consider fee at that time. A new link for the RAP description has been identified.

5. COMMENT: We request that DOE remove Key Personnel Resumes and Letters of Commitment from the page count in Volume II.

RESPONSE: Section L.4 has been revised to remove these items from the page count.

6. COMMENT: Several comments were received proposing specific fee-earning incentives.

RESPONSE: Specific incentives will be defined in the PEMP which will be issued consistent with Section H.28, Performance Evaluation and Measurement Plan. The PEMP will be based in part on the Contract Performance Baseline (CPB), which in turn will be based on the Offeror's technical approach (see H.14.(b)).

7. COMMENT: Paragraph B.2(i) says that there "will be no payment of provisional fee unless approved by the CO" and that "earned fee will be paid semi-annually". We request progress payments of fee on a monthly basis with the approval of the Contracting Officer.

RESPONSE: The SEB has determined that the allowance for provisional fee is appropriate and consistent with other EM contracts. Appropriate provision has been added to Section B.2(h).

8. COMMENT: No incentives were provided in the DRFP for inclusion of Small Business (SB).

RESPONSE: DOE views B.2.(g) as an incentive for SB as it enables the Offeror to propose fee for the SB which is not applied toward the maximum fee amount of 10%. DOE will also evaluate the Offeror's proposed management organization and structure, including proposed subcontractors, small businesses, and other performing entities to determine the degree to which the organizational structure effectively supports the planned approach to execute the work and the extent of small business involvement in performing the work. DOE will also evaluate the Offeror's past performance in meeting subcontracting goals for small businesses.

9. COMMENT: The exchange of information between ARP/MCU and SWPF is crucial in ensuring timely SWPF operations. The importance of this should be embodied in the final RFP.

RESPONSE: These interface expectations are addressed in the assumption of Interface Control Documents in Section H provisions,

“Transition Activities” and “Cooperation with Other Site Contractors”. DOE may consider incentives during development of the Performance Evaluation and Measurement Plan.

10. COMMENT: C.1.3.3.1, Canister Shipping Facility Project Interface and Coordination: We recommend that the RFP reflect that the LW Contractor would provide the primary interface coordination with regulatory agencies for environmental permits related to operations.

RESPONSE: SEB Agrees. Appropriate changes to this section have been made.

11. COMMENT: C.1.3.1.2 Waste construction and storage – Is operation of the three tank farm evaporators an objective and does it preclude evaporator closure in conjunction with influent reduction?

RESPONSE: This section has been clarified to explain three evaporators are available, but not necessarily required to be operated.

12. COMMENT: Recognizing the significance of the safety approach regarding DOE’s primary concern for the safety of the public and workers and the inherent specific risks involved within the LW project, should the offerors safety management approach be requested and evaluated in addition to historical safety performance?

RESPONSE: As stated in Sec C.2.2, DOE has addressed the safety significance of the LW scope of work, by requiring the selected Offeror to assume the ES&H program currently approved by DOE and utilized by the incumbent contractor. This approach is intended specifically to avoid safety issues that could emerge during the transition period due to the many changes that will occur during that time. Proposed improvements to the safety management program may be submitted to DOE after transition is complete.

13. COMMENT: Can reasonable risk management be applied to only require the contractor to have a replacement available upon restart of the DWPF with its new melter?

RESPONSE: Yes. Section C.1.2.1 has been clarified.

14. COMMENT: What are the specific requirements for Tank 48 disposition, either in terms of schedule (both for tank contents processing and for tank return to service), or for the methods to be employed?"

RESPONSE: Tank 48 waste removal and disposition will be initiated under a subcontract to the incumbent contractor. It is anticipated this

subcontract will be in place prior to the award of the LW contract. During transition, this subcontract will be assigned to the Contractor. Consequently, the Offeror shall not address the Tank 48 waste removal and disposition in its technical approach. A cost profile for the task has been provided in Section L.

15. COMMENT: C.2.4.2 calls for security badging to be the responsibility of the contractor. Should this be the responsibility of the M&O contractor?

RESPONSE: Yes. Section C.2.4.2 has been revised. Security badging is now the responsibility of the M&O contractor as defined in Section J, Appendix N.

16. COMMENT: Several comments were received regarding the WBS numbering and content of various WBS elements.

RESPONSE: A WBS Dictionary has been posted to the Acquisition Website. Section L identifies the level to which cost must be provided. In general, the number of WBS cost elements that need to be provided have been reduced. Additional levels and information may be provided by the Offeror as deemed necessary, however all costs must be rolled up to match the templates provided in Section L.

17. COMMENT: How will the contractor ensure any potential radiation exposure to members of the public and the environment is as low as reasonably achievable (ALARA)?

RESPONSE: The Contractor's Radiological Protection Program shall provide DOE with the necessary details on how compliance with 10 CFR 835 requirements, including those related to ALARA, will be achieved.

18. COMMENT: What criteria will be used to encourage the contractor to go beyond the minimum regulatory requirements and to pursue excellence in their Radiological Protection and Industrial Health & Safety Programs?

RESPONSE: Section C.2.2 includes a discussion of DOE's expectations for continuous improvement in these areas. Continuous improvement is an overarching performance expectation for all aspects of the LW workscope, including safety. In accordance with DOE Policy 450.7, Environment, Safety, and Health (ES&H) Goals, the ultimate ES&H goal is zero accidents, work-related injuries and illnesses, regulatory enforcement actions, and reportable environmental releases. Site-specific ES&H performance measures, which include the areas of radiological protection and industrial safety and health, are established on an annual basis to drive performance improvement and/or maintain excellent performance. Additionally, as stated in Section H.28, a Performance Evaluation and

Measurement Plan will be established after contract award that defines the performance expectations, incentives, measures, and evaluation processes. The specific performance work statements and measures, and performance expectations, will be established on an annual or multi-year basis, as appropriate.

19. COMMENT: As a critical recommendation, Radiological Safety and Industrial Health and Safety should be operated by providers with enough depth to handle worst-case scenarios efficiently. We fully support small business, however, if an accident occurs and the Small Business is not equipped to handle the emergency, not only is the DOE at risk but the public could suffer and significantly set back the SRS program and possibly the nuclear industry.

RESPONSE: The Offeror has the prerogative to organize its team as it believes is most effective in performing the SOW while maintaining the necessary safety posture. DOE does not envision specifying where Small Business is and is not appropriate, however it will evaluate the Offeror's proposed teaming and subcontracting arrangements as necessary.

20. COMMENT: Please provide details on plutonium vitrification support regarding security, waste qualification and DWPF modifications. This should include all the information needed to establish the cost and schedule for operations and modifications to the DWPF and GWSB facilities including but not limited to the following: 1. Requirements for personnel security clearances, physical security and vulnerability analyses. 2. Requirements for qualification and approval of the final waste product to be shipped to a deep repository, and the cost and schedule estimates for implementing this change in waste disposal 3. Listing of certified records to be provided for waste package certification once the canister leaves DWPF 4. Any conceptual design requirements and cost or schedule estimates that identify needed DWPF or GWSB modifications 5. Any operations impact analysis results for adding Pu Vit to DWPF canisters (i.e. is a reduced pour rate required and the number of canisters per day to be produced). 6. Requirements for installing the magazines for Pu Vit in the HLW canisters and any cost estimates for added cost compared to the current DWPF canisters being procured.

RESPONSE: 1. For proposal preparation purposes, no additional personnel security clearances, physical security or vulnerability analyses are required. 2. Requirements to qualify and approve the Pu Vit waste product will not be the financial responsibility of the LW contractor. 3. The number and types of certified records to be produced by the LW Contractor will not change for canisters containing vitrified Pu Vit canisters. The LW Contractor will receive a QA package on Pu Vit canisters and add the package for the final poured can. 4. Any impact due to modifications to the facilities should be assumed to be negligible to

DWPF production activities. 5. The revised Statement of Work and DPP provide adequate description of potential operational impacts to DWPF when filling canisters containing the Pu Vit product. 6. The LW contractor is to provide canisters with the installed magazines to the M&O contractor.

The Offeror shall not address the Pu Vit program in its technical approach. A cost profile for the task has been provided in Section L.

21. COMMENT: We suggest that the existing WSRC contract with the site Safety Analysis Contractor (WSMS) should transfer to the new LW Contractor for the first year of the contract.

RESPONSE: The IWR between WSRC and WSMS is not a subcontract subject to transfer as may occur for other subcontracts upon transition to the successful LW Offeror, but rather is an affiliate arrangement (IWR has been posted to the SR Acquisition website). The IWR includes a provision whereby WSMS will negotiate in good faith on a no-fee basis for two months after conclusion of the WSRC contract work. Therefore a total of five months is available to the successful Offeror (assumed three months transition period post award plus two months on a no-fee basis). In addition, the Offeror may negotiate further support on a market-basis if necessary.

22. COMMENT: A number of comments were received on Section J, Appendix N, SR Services & Contract Interface Requirements Matrix.

RESPONSE: The format of the Matrix was revised significantly to more clearly identify the “Services Provided by the LW Contractor” and “Landlord and Site Services Provided to LW Contractor”. The content was revised where necessary to reflect SR’s Small Business initiatives and to better define the allocation of cost between the anticipated site contractors.

23. COMMENT: DOE should ensure that the revision to the LWDPP identifies when GWSB #3, CSF and Pu Vit will be placed in service such that required operations support can be planned during the contract base and option periods.

RESPONSE: Section B.2(j) of the RFP states that the Offeror need not propose cost information for GWSB#3 nor CSF. Pu Vit information is provided in a separate response.

24. COMMENT: If a bidder proposes a patented approach to a solution, are the royalties/licensing charges considered in the limitation of 10% fee of the contract value?

RESPONSE: Yes.

25. COMMENT: H.34, Administration of Subcontracts: This section allows de-scoping from the contract to allow DOE to contract directly with small businesses. We recommend allowing the Contractor to propose in response to the RFP how they will de-scope the contract over the base and option periods to achieve small business goals. This will allow the contractor to maintain critical path scopes. De-scoping the contract may also impact continued provision of benefits to incumbent employees transferred from the current M&O. How will a small business sponsor the benefits programs of grandfathered employees? We recommend that the management and administration activities for the de-scoped work be assumed by DOE.

RESPONSE: In accordance with Section H.34(d), "The Department will work with the contractor to identify the areas of work that can be performed by small businesses in order to maximize direct federal contracts with small businesses." Any areas of work identified to be directly performed as a prime contract to DOE by a small business will be done after award of the Liquid Waste Contract.

26. COMMENT: Section H.5: Fee forfeiture for a key person that resigns voluntarily appears overly restrictive. Fee should not be reduced for changes in Key Personnel beyond the contractor's control.

RESPONSE: Key Personnel are an important aspect of this procurement. As such, this requirement stands.

27. COMMENT: It would be helpful to have a listing of current subcontracts, their dollar value and expected annual expenditure based on the LWDP. It would be useful to have a historical listing of SRNL and other M&O support services for the LW program for the past 5 years.

RESPONSE: A current list of subcontracts and their total estimated value has been posted to the Acquisition Website. Please note these values include both Liquid Waste and M&O portions of scope. See Section L, Attachment E for an analysis of recent historical costs.

28. COMMENT: In the One on Ones, we were advised that the award would be without further discussion. Does that preclude both orals and a BAFO?

RESPONSE: Oral presentations are not a requirement of this acquisition. If the contract is awarded without discussions, as is DOE's intention, then a BAFO would not be submitted.

29. COMMENT: The WBS structure has elements for what are traditionally overhead and indirect costs. This would treat indirect costs as direct cost elements. Is this consistent with the cost accounting standards?
- RESPONSE: The prescribed WBS provides the structure for proposing costs relative to the statement of work. It does not address the direct or indirect nature of costs. In many contracts such as this, contractors propose most costs on a direct basis. L.5(f)5 addresses indirect rates and requires offerors to provide detailed estimates for indirect rates used. A slight modification has been made to include other indirect rates proposed.
30. COMMENT: What would be DOE's preferred method for addressing CAS non-compliances resulting from the specified WBS structure and the treatment of indirect expenses?
- RESPONSE: A Cost Accounting Standards (CAS) Disclosure Statement will be submitted and reviewed after contract award.
31. COMMENT: Section L, paragraph F.4, states that the corporation shall provide a detailed explanation using the "proposed corporate organization structure" as to whether corporate home office allocation is applicable or not. Please clarify what is meant by the proposed corporate organization structure in terms of the applicability of corporate home office allocations. In addition, does "corporate" refer to the parent organization(s) or to the newly created entity?
- RESPONSE: Please see information added to L.5(f)5 for clarification. Offerors need to explain its corporate structure and the applicability of home office overhead.
32. COMMENT: Please recognize there may be many forms of corporate home office allocations depending on technology providers used in the offer. On page L-23, certified financial statements are required or explanations for non-certified financial statements. For privately held or non-SEC listed LLC partners, what are the requirements for financial statements?
- RESPONSE: L.5(m) does not distinguish between publicly and privately held corporations. The identified information is required for both.
33. COMMENT: On page L-19, separate cost estimates are required for each team member whose total contribution is over \$25M over the contract term. This may ultimately lead to the creation of up to five labor divided cost estimates per WBS element, per year, along with summary cost data.



Please confirm that it is permissible to treat an LLC as a single entity for cost estimating purposes since the resulting contract is the sole purpose for which the LLC was created.

RESPONSE: It is not permissible. Please follow the instructions in L.5(f)2. Incumbent employees identified in the cost section of the Acquisition website can be identified under a single populated LLC if that is the proposed structure.

34. COMMENT: Suggest that DOE remove requirement for FTE tables from the technical proposal per Section L.4(a). This is essentially cost information and it would be better placed in Volume III – Cost Proposal.

RESPONSE: Please submit FTE tables as noted in L.4(b). This information provides additional information for the technical team's consideration. There should be no cost data included in Volume II.

35. COMMENT: Section L.4(b) lists some specific, required Key Personnel. Punctuation in the first paragraph makes it unclear whether "Environment, Safety and Health" is a single position. Please clarify. Also, DOE should consider adding "Quality" to this title (i.e., Environment, Safety, Health, and Quality). This is consistent with the disciplines required in Section C.2.2 of the draft RPF Instructions for Submitting Cost Proposals.

RESPONSE: Revisions have been incorporated.

36. COMMENT: It isn't clear how prime contractor, joint venture members, and subcontractor direct labor hours are to be separately identified on Attachment G, Direct Labor Hours Worksheet. Should a separate Attachment G be submitted for each company?

RESPONSE: A separate Attachment G is not required for each company. The company providing the labor can be identified in the position block or a separate row can be added.

37. COMMENT: The consent requirement in L.2(q) appears inconsistent to previous DOE procurements. FAR 52.244-2, Subcontracts (Section I), applies to subcontracts placed by the Prime and not to the Offeror team composition."

RESPONSE: Section L.2(q) will be changed as follows, "DOE reserves the right to require consent to subcontract for each of the proposed subcontractors in accordance with FAR 52.244-2 Subcontracts" (full clause available in Section I). However, to the extent that the Offeror proposes as a "Prime with Subcontractors," FAR 52.244-2 will apply to all subcontractors.

38. COMMENT: L.5 – Volume III: Cost Proposal, (f), 4. Indirect Rates – will the provided fringe benefit rates differentiate between “Pension and Retirement” and other fringe benefits? Will fringe benefit rates for incumbent employees differ for positions governed by the Davis-Bacon Act or the Service Contract Act?

RESPONSE: Information posted to the cost section of the Acquisition website provides a breakdown of the fringe benefit rate between retirement and other benefits.

39. COMMENT: How will accountability be assigned for changing requirements, such as for the Section 3116 Waste Determinations (C.2.1) and the SPF/SDF? Clearly, the contractor must accommodate such changes, but the consequential effects, such as cost and schedule changes, in many cases will be outside of the contractor’s ability to predict or control.

RESPONSE: Any proposed or potential changes as determined by the Contracting Officer may be addressed pursuant to FAR 52.243-2 Changes – Cost Reimbursement.

40. COMMENT: We recommend that the DOE direct potential subcontractors (through the evaluation criteria and consideration of innovative technical approaches) to utilize remote or robotically operated equipment in accordance with ALARA principals during high level waste removal and retrieval from tanks, vessels and structures where it is feasible. This directive should be critical to the success and safety of a potential subcontractor’s employees.

RESPONSE: Innovative technical approaches are encouraged, however the specific means by which work is to be accomplished is to be proposed by the Offeror.

41. COMMENT: The DOE would be well-served to request that all radiological services and industrial Health and Safety services be performed by a single subcontractor that has the ability to understand, plan and execute these services following the ISMS directives promoted by the DOE. This blended approach ensures that H&S and Radiological Safety are worked at all levels of a project and/or program. In the past, these two distinct functions if run as separate programs tend to compete with one another and therefore cause confusion on the site and to the employees. The underlying concept is to keep the employees from harm, protect the public and protect the environment. We recommend combining these functions into a single-focused and concerted organization. Many of the controls used are very similar and some sampling could be combined as an

overall cost savings (air sampling data for instance could be collected for airborne radiological and also asbestos samples collected at the same time).

RESPONSE: DOE has not identified this scope of work as a separate site contract, nor does it intend to require the same subcontractor for both major procurements. Section C.2.2 adequately describes safety and interface issues.

42. COMMENT: H.34 (d) Administration of Subcontracts - DOE reserves the right to identify SOW work elements for LW to de-scope in order to prime the work activities themselves, and can assign administration of prime contracts back to the LW contractor. Who is then responsible for performance or any negative impact on costs and fee?

RESPONSE: DOE will make this determination post-award.

43. COMMENT: DOE should provide a list of the existing subcontracts that will be transferred and those that will not be transferred to the new LW Contractor per Section H.34(c).

RESPONSE: A list of existing subcontracts supporting the Liquid Waste program has been posted to the acquisition Acquisition website. A determination of which will be assigned to the new LW Contractor will be made during transition based on numerous factors including potentially: proposed technical approach, timing of award of LW contract, end dates of the subcontracts, etc.

44. COMMENT: I.142, DEAR 970.5227-1, Rights in Data — Facilities (DEC 2000) (DEVIATION): Are there any limited rights data or restricted computer software that will not transfer from the M&O contractor to the LW contractor. If yes, what are they and what function do they serve?

RESPONSE: DOE is not aware of any such software at this time.

45. COMMENT: Will the final RFP provide current labor categories and FTEs by WBS element? Will it designate which of the current positions are governed by the Davis-Bacon Act or the Service Contract Act?

RESPONSE: An estimate of LW incumbent employees and labor rates is provided on the cost section of the Acquisition website. Positions governed by the Davis-Bacon Act are identified. Service Contract Act information is provided in the final RFP.

46. COMMENT: Attachment F, Detailed Costs by Cost Element Worksheet –

column headings appear to be appropriate for Direct Labor, but not for the other cost elements.

RESPONSE: Please note changes to cost templates.

47. COMMENT: Attachment F, Detailed Costs by Cost Element Worksheet – what is the difference between lines for Direct Labor/Indirects/ODCs at the top of the template and the Direct Labor/Indirects/ODCs for Joint Venture/LLC Member/Subcontractor at the bottom of the template?

RESPONSE: The bottom portion is completed for each JV/LLC Member/Subcontractor and may need to be expanded (repeated) for multiple entities ( $\geq$  \$25M). The top portion is for costs from the proposing company and not attributable to a specific JV/LLC Member/Subcontractor activity.

48. COMMENT: It appears the total cost for Joint Venture/LLC Member/Subcontractor on the Detailed Costs by Cost Element Worksheet is the amount to be included on the “Summary of Cost Worksheet” while more detail is required for the other cost elements. Is this correct?

RESPONSE: The total to be included on the Summary of Cost Worksheet is the total for all costs for the specified WBS for each fiscal year. This includes the prime contractor’s labor and other costs, the JV/LLC Member/Subcontractor’s labor and other costs, plus G&A from the prime, if allocable.

49. COMMENT: Will the final RFP provide historical Materials/Equipment/Subcontract/Supplies/Travel/Relocation/ODC expenses by WBS element?

RESPONSE: Specific items of cost for preparation of proposals is provided in the cost section of the Acquisition website. An analysis of recent historical costs has been included as Section L, Attachment E.

50. COMMENT: The current evaluation of Past Performance and information provided on the Past Performance Form (Section L, Attachment D) only considers performance failure. Would DOE consider the evaluation of actual positive performance and operational impacts such as productivity, preventive safety programs, and the evaluation of positive trends in safety performance utilizing moled metrics (e.g., near misses, skin contamination, airborne uptakes, environmental releases, incidents and PAAA issues)?

RESPONSE: Evaluation will be conducted based on the criteria outlined in the RFP, not all of which are based on performance failure.

51. COMMENT: Please provide more detailed information with regards to DOE's expectations for transition and how the new Liquid Waste Contractor will be specifically required to demonstrate readiness to assume responsibility for the contract scope.

RESPONSE: DOE's minimum expectations for the Contract Transition are identified in Section H.39, Transition Activities. DOE intends to conduct its transition completion assessment activities to verify key aspects of the contractor's transition plan have been completed and the contractor is prepared to assume responsibilities.

52. COMMENT: maintenance and modifications to Safety Basis Documents that cover multiple facilities for which the responsibilities of operations are to be split between the M&O and Liquid Waste Contractors is not addressed. Please provide specific expectations and/or an example as to how nuclear safety responsibilities and issues are to be addressed such as currently now between the M&O Contractor and the Salt Waste Processing Facility Contractor.

RESPONSE: Overall integration issues, including joint nuclear safety responsibilities will be addressed in the SRS Interface Management Plan identified above. Specifically, it is expected that the LW contractor will assume and/or establish specific Interface Control Documents such as those established for the Salt Waste Processing Facility project. (These have been posted to the Acquisition website for information.)

53. COMMENT: Regarding C.1.2.2, please clarify the underlying logic / philosophy for breaking out sludge feed prep costs from other tank farm costs to aid in our ability to best align costs with WBS intent.

RESPONSE: Sludge Feed Preparation has been moved under F and H-Tank Farm Operations in the Final RFP. Sludge feed preparation costs are now included with tank farm costs per the revised WBS.

54. COMMENT: Are saltstone disposal WBS elements intended to capture the construction of new vaults?

RESPONSE: Saltstone Disposal WBS includes construction of new vaults. Specific cost information concerning the vaults has been posted to the Acquisition website. Also, please note that a WBS Dictionary has been posted to the cost section of the Acquisition website.

55. COMMENT: What is the intended definition of DF (decontamination

factor) of 10 for ARP/MCU? Is this the composite factor for all nuclides, a minimum for each or some other factor?

RESPONSE: The decontamination factor (DF) cited for MCU operations is directed at Cesium-137 and Section C has been revised to specify this.

56. COMMENT: Section C.2.4 calls for fixed price contracting to the “maximum extent practical.” How will DOE account for the fact that it is not advisable to let fixed price contracts for work involving significant uncertainty?

RESPONSE: Section C.2.4, Engineering and Construction, states a preference for fixed price contracting for design and construction only.

57. COMMENT: Please expand on the requirement in C.1.2.4 Saltstone Facility for the Contractor to “anticipate and seek new permit authority” and explain why DOE-SRS anticipates this might be necessary for both the Saltstone Processing Facility Operations and the Saltstone Disposal Facility Operations.

RESPONSE: The requirement for the Contractor to “anticipate and seek new permit authority should the need arise” has been added to Section C.2.2, “Environment, Safety and Health (ES&H) Support and Assurance,” in the Final RFP.” Since this section applies to all Liquid Waste facility-specific Contractor activities, this same language has been removed from the Section C.1 facility-specific workscope statements. Regarding the Saltstone Processing and Saltstone Disposal Facilities, there is no presently known or anticipated need for a permit modification.

58. COMMENT: Discussions during the one-on-ones implied it was important to understand the legacy company of each person at the site who will become an employee of the M&O contractor. Rather than reflect this in the cost proposal by WBS as implied in the draft RFP (section L-19), would it be acceptable to provide this information with separate Tables or Appendices, supporting charts, etc.? This would avoid a significant expansion (by as much as 3 to 4 times) of an already large volume of cost information being requested.

RESPONSE: Assuming the commenter meant LW contractor (not M&O), Offerors shall complete Section L, Attachment F as prescribed. There is no requirement for separate sheets for the prime, teaming partners, and subcontractors – only to identify the source of the labor.

59. COMMENT: The WBS, element C.2.4.2, Design and Construction Mgmt Services, implies that the cost of projects over \$5M would be split between two WBS elements. For example, costs for Pu Vitrification

modifications at DWPF would be reflected in both C.2.4.2 and C.1.2.1.5 making it difficult to get a comprehensive picture of the projects total cost. Please confirm this is the SEB's intent for projects > \$ 5 million.

RESPONSE: WBS C.2.4.2 is for Design and Management Services, not construction. A change has been made to the cost templates. Pu Vit modifications should not be proposed. A WBS Dictionary has been posted to the cost section of the Acquisition website.

60. COMMENT: The draft RFP requires that personnel below the level of first line supervisor be given first preference in hiring for vacancies in non-managerial roles. If the contractor determines that the position can be a non full time position, can the contractor utilize home office support to perform these functions?

RESPONSE: H.8 requires that the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to Incumbent Employees.

61. COMMENT: Section J, List of Attachments, Appendix I, Environmental Permits: This section states that the Contractor shall be responsible for becoming a party to all regulatory compliance agreements, and licenses and permits issued by any federal, state, or local regulatory agency associated with the SOW under this contract, including those previously executed. Section J.47 states that the M&O shall "establish SR-wide processes to man-age certain Site-wide environmental activities..." To prevent any confusion, we recommend that the specific permits for which the LW Contractor has responsibility be specified in a list and a statement included authorizing that contractor to negotiate with regulators (e.g., SCDHEC) and others (e.g., DNFSB) regarding these permits.

RESPONSE: A specific list identifying the permits for which the LW Contractor has responsibility is not available. All permits, including those that the LW Contractor will have responsibility, were issued to the Site as a whole, not to a specific program, like LW. These site permits are available on the Acquisition website. DOE anticipates that during transition the LW Contractor in concert with DOE will determine the permits for which the LW Contractor has responsibility.

62. COMMENT: I.130.c - This section requires subcontractors at any tier that is expected to exceed \$500,000 to provide preference in hiring for those involuntarily terminated, except if terminated for cause, who have met the eligibility criteria established by the DOE. This could be an administrative if not costly burden for some small subcontractors. Who will be responsible for maintaining and monitoring adherence with this clause?"

RESPONSE: The contractor/subcontractor is tasked with the responsibility of maintaining and monitoring adherence to this clause with DOE acting in an oversight capacity.

63. COMMENT: If a technology Maturity Index is to be applied to an Offeror's technical approach, will DOE consider providing the index it intends to use and describe how it be applied in the evaluation of an Offeror's proposal?

RESPONSE: No. The SEB will not disclose whether it intends to apply a Technology Maturity Index to an offeror's technical approach.

64. COMMENT: What criteria will be used to grade the contractor's level of experience and past performance in the implementation of SRS-equivalent 10CFR835 compliant Radiological Protection Program?

RESPONSE: The SEB will not disclose evaluation techniques. Section M adequately describes the overall evaluation criteria.

65. COMMENT: Please provide appropriate information from the SRS Waste Characterization System data base which discusses the historical characterization information for each liquid waste tank. This should include reports on waste tank sludge and salt levels, curie content, and volume inventory information. In addition, we request any detailed reports of waste characterization data for waste in tank 48 as well as any reports identifying the waste simulant mixtures used for tank 48 waste studies.

RESPONSE: The SEB has posted characterization information. Please note, specific information and instructions on Tank 48 have been included in the Final RFP.

66. COMMENT: Appendix M: Deliverables - There are 14 compensation related deliverables identified. This seems oriented to an M&O versus FAR based CPAF type contract. Consider condensing this list.

RESPONSE: This list of deliverables has been reviewed and all are appropriate.